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8 **UNITED STATES DISTRICT COURT**

9 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

10
11 METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,

12 Plaintiff,

13 vs.

14 ACDF, LLC, a California limited liability
15 company, et al.,

16 Defendants.

Lead Case No. 1:24-cv-01261-KES-SAB

Consolidated with Case Nos:
1:24-cv-01226; 1:24-cv-01230; 1:24-cv-
01231; 1:24-cv-01232; 1:24-cv-01233; 1:24-
cv-01235; and 1:24-cv-01241

**[PROPOSED] ORDER APPROVING
SALE OF REAL PROPERTY AND FOR
RELATED RELIEF PURSUANT TO
SALE NOTICE [ECF NO. 159]**

Hearing:

Date: September 22, 2025

Time: 2:30 p.m.

Place: Robert E. Coyle U.S. Courthouse
2500 Tulare Street
Courtroom 6, 7th Floor
Fresno, CA 93721

- 17
18 ☐ Affects All Cases
19 ☐ Affects Metropolitan Life Ins. Co. v.
ACDF, LLC, et al., 1:24-cv-01261
20 ☐ Affects Metropolitan Life Ins. Co. v.
FNF Farms, LLC, et al., 1:24-cv-01226
21 ☐ Affects Metropolitan Life Ins. Co. v. C
& A Farms, LLC, et al., 1:24-cv-01230
22 ☒ Affects Metropolitan Life Ins. Co. v.
23 Maricopa Orchards, LLC, et al., 1:24-
cv-01231
24 ☐ Affects Brighthouse Life Ins. Co. v.
Kamm South, LLC, et al., 1:24-cv-
25 01232
26 ☐ Affects Brighthouse Life Ins. Co. v.
Manning Avenue Pistachios, LLC, et
27 al., 1:24-cv-01233 Case No. 1:24-cv-
01233
28

- ☐ Affects Brighthouse Life Ins. Co. v. ACDF, LLC, et al., 1:24-cv-01235
- ☐ Affects MetLife Real Estate Lending, LLC v. Panoche Pistachios, LLC, et al., 1:24-cv-01241

The Court having held a hearing on September 22, 2025, at 2:30 p.m., at the above-captioned Courthouse, the Honorable Kirk E. Sherriff, United States District Judge, presiding, pursuant to the *Receiver's Amended Notice of Sale Hearing and Auction* (ECF No. 159) (the "Sale Notice"), filed by Motion Phillip Christensen, Receiver of the above-referenced estate (the "Receiver" or "Seller") on August 18, 2025;¹ the Court having previously approved sale procedures pursuant to a Sale Procedures Order (ECF No. 147) authorizing the Sale Notice; having read and considered the Sale Notice, and there being no opposition with respect thereto; having heard any oral arguments of counsel at the hearing; having read the Purchase and Sale Agreement ("PSA") filed with the Sale Notice; the Receiver having called for higher and better bids before the Sale Hearing, and no higher or better bids having been submitted; good cause appearing therefor; it is hereby ORDERED THAT:

1. The sale pursuant to the Sale Notice is APPROVED. Without limiting the generality of the foregoing, it is further

ORDERED THAT:

2. The sale by the Receiver of the farmland and improvements thereon with respect to real property described in Exhibit A hereto (the "Subject Property"), to the Buyer, Munger Enterprises, an LP or permitted assignee, for the Purchase Price of \$1,300,000, is approved. The Deposit of \$100,000 shall be credited to the Purchase Price and the balance must be paid at closing.

3. The sale is free and clear of liens of Metropolitan Life Insurance Company.

¹ Unless otherwise indicated, defined terms are the same as in the Sale Notice.

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1 4. The closing must occur no later than 21 days after entry hereof, and may occur
2 immediately after entry hereof.

3 5. The Receiver is authorized to pay real estate brokers' commissions and other costs
4 in connection with the sale, as described in the Sale Notice.

5 6. The Court finds that the sale satisfies 28 U.S.C. §§ 2001 and 2002.

6 7. The notice of the sale is adequate and proper.

7 8. The sale is "AS-IS" and "WHERE-IS" "WITH ALL FAULTS" and "WITHOUT
8 REPRESENTATIONS OR WARRANTIES" except to the extent expressly and unambiguously
9 stated in the PSA.

10 9. The Buyer's only remedy if the sale is not consummated through no fault of Buyer
11 is a return of the Deposit. If the sale is not consummated due to an act or omission by Buyer, then
12 Buyer shall forfeit the Deposit.

13 10. The Receiver is authorized to execute documents and take such other and further
14 action as is necessary to close the sale.

15 11. This Court shall retain exclusive jurisdiction over the subject matter hereof.

16
17 IT IS SO ORDERED.

18 Dated: September __, 2025

19 _____
UNITED STATES DISTRICT JUDGE
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LEGAL DESCRIPTION

APN	ACREAGE
238-340-24	158.28+-

WHEELER RIDGE MARICOPA WSD TURNOUT DG13 AND CONTRACT NUMBER
12A18A

WHEELER RIDGE MARICOPA WSD CONTRACT ENTITLEMENT-
 want to represent in this? We not just say it includes the entitlement under the water contract and
 and specify the number of AFS. And if they want the entitlement they are going to have to arrange
 for the assignment and assumption of the Wheeler Ridge contract. We included this to clarify how
 print. This is the amount that goes with the bed and no additional water like the water in the
 "one up" additional water in the account is included. This is the contract entitlement for the
 property as provided by the Wheeler Ridge Maricopa WSD. We will call the district again to
 confirm the amount.

SALE EXCLUDES AND THERE SHALL BE RESERVED FROM ANY DEED TO THE
PROPERTY-

All rights available to the Property or the owner thereof under the Water Supply Agreement and Easement dated September 28, 2015 and recorded as Document No. 224111300, Kern County Official Records are excluded from this transaction and shall be reserved by the Seller from any conveyance of the Property. If the debt secured by the MLIC deed of trust appearing on title is paid in full at or prior to the closing of the transaction (through a "true-up" of the MLIC loan by other creditors of Maricopa Orchards LLC or otherwise), Seller and MLIC will agree for this Water Supply Agreement and Easement to be terminated by the parties thereto and the related Collateral Assignment to MLIC to be released from title to the Property.

EXHIBIT A

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this case. My business address is: **Saul Ewing 1888 Century Park East, Suite 1500, Los Angeles, CA 90067.**

A true and correct copy of the document entitled: **[Proposed] Order Approving Sale of Real Property and for Related Relief Pursuant to Sale Notice [ECF No. 159]** will be served or was served on the judge in chambers in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING

(NEF): The foregoing document will be served by the court via NEF and hyperlink to the document. On **September 19, 2025**, I checked the CM/ECF docket for this case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **September 19, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):

Pursuant to F.R.Civ.P. 5 on **September 19, 2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 19, 2025	Hannah Richmond	/s/ Hannah Richmond
<i>Date</i>	<i>Printed Name</i>	<i>Signature</i>

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Robert Cullen Barton**
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- **Michael Barrett Brown**
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- **Beth Ann R. Young**
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2. SERVED BY UNITED STATES MAIL (continued):

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Ashlan & Hayes Investments, LLC
c/o Agent for Service of Process
John A. Bezmalinovic, General Counsel
The Assemi Group

Grantor Fresno Clovis Investments, LLC
c/o Agent for Service of Process
John A. Bezmalinovic, General Counsel
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3 Dirk B. Paloutzian
4 Natalya M. Ferdinandi
5 Baker Manock & Jensen, PC
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Fresno, California 93704

6 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**
7 **TRANSMISSION OR EMAIL (continued) :**

8 **VIA EMAIL:**

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